

Today's Advertisements.

IN THE MATTER OF THE TRADE MARKS ORDINANCE (Nos. 16 of 1875 and 20 of 1895)

AND
IN THE MATTER OF AN APPLICATION ON BEHALF OF J. & P. COATS, LIMITED, FOR LEAVE TO REGISTER TWO TRADE MARKS.

NOTICE is hereby given that J. & P. COATS, LIMITED, carrying on business at Fergallie Thread Works, Paisley, in the County of Renfrew in that part of the United Kingdom of Great Britain called Scotland, have, on the 7th day of September, 1897, applied to His Excellency the Governor of Hongkong for leave to register TWO TRADE MARKS in the Office of the Colonial Secretary for the Colony of Hongkong, in the Name of the said Company.

The said Trade Marks have been or are intended to be used in respect of Class 23 COTTON YARN and THREAD.

Facsimiles of the said Trade Marks can be seen on application at the Office of the Colonial Secretary for the Colony of Hongkong or to the Undersecretary.

Dated the 14th day of September, 1897.
JOHNSON, STOKES & MASTER,
Solicitors for
J. & P. COATS, LIMITED.

THEATRE ROYAL.

PROFESSOR BOSAKOVSKI, who is on a Tour Round the World, will give the FIRST of a Series of

TWO ENTERTAINMENTS AT THE THEATRE ROYAL

ON SATURDAY the 18th September, commencing at 8 P.M.

PRICES OF ADMISSION.

DRESS CIRCLE \$3
STALLS \$2
BACK SEATS \$1

Soldiers and Sailors in Uniform Half Price to Back Seats.

Tickets can be obtained at Messrs. W. ROBINSON & CO.'s Music Warehouse.

Hongkong, 15th September, 1897. [1418]

PUBLIC AUCTION OF FURNITURE

MOUNT AUSTIN HOTEL.

THE SECOND SALE OF THE FURNITURE OF THE MOUNT AUSTIN HOTEL

will take place on TUESDAY, the 21st September, 1897, commencing at 2.30 P.M.

NEW BALL ROOM of the HOTEL, when the Undersecretary will sell by

PUBLIC AUCTION A LARGE QUANTITY OF VALUABLE BEDROOM FURNITURE OF EVERY DESCRIPTION.

Catalogues will be issued. On View from SUNDAY, the 19th September. TERMS OF SALE:—Cash on delivery.

N.B.—In addition to the usual tram service, special cars will run every quarter of an hour from 2.30 P.M. to 3.30 P.M.

GEO. P. LAMBERT, Auctioneer.

Hongkong, 15th September 1897. [1414]

CHINA NAVIGATION COMPANY, LIMITED.

FOR PORT DARWIN, QUEENSLAND PORTS, SYDNEY AND MELBOURNE.

THE Company's Steamship.

"TSINAN"

Captain Ramsay will be despatched TO-MORROW, the 16th instant, at Daylight.

The attention of Passengers is directed to the Superior Accommodation offered by this Steamship. The First-class Saloon is situated forward of the Engines. A Refrigerating Chamber ensures the Supply of Fresh Provisions during the entire voyage.

A duly qualified Surgeon is carried and the Vessel is fitted throughout with Electric Light.

Return Tickets issued by this Company to and from AUSTRALIA are available for return by the Steamships of the EASTERN and AUSTRALIAN S. S. Co. and vice versa.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, 15th September, 1897. [1416]

FOR SHANGHAI.

"TEUCER,"

Captain Riley, will be despatched TO-MORROW, the 16th instant, at Noon.

For Freight, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, 15th September, 1897. [1415]

FOR SHANGHAI AND CHINKIANG.

THE Steamship

"NANYANG,"

Captain Th. Lehmann, will be despatched for the above Port TO-MORROW, the 16th instant, at 4 P.M.

For Freight or Passage, apply to SIEMSEN & Co. Hongkong, 15th September, 1897.

DAKIN, CRICKSHANK & COMPANY, VICTORIA DISPENSARY, HONGKONG.

AERATED WATERS.

SIMPLE AERATED WATER.

SODA WATER.

LEMONADE.

GINGER ALE.

SAFARIANA.

RASPBERRYADE, &c.

DAKIN, CRICKSHANK & Co.'s Waters are made under the constant supervision of a duly qualified English Chemist and will bear comparison with the best English Manufacture.

Special terms to Hotels, Clubs, Messes and other Large Consumers.

Any communications should be addressed to the Manager.

Hongkong, 1st March, 1897.

Intimation.

A. S. WATSON & CO., LIMITED.

BY APPOINTMENT.

WINE & SPIRITS.

WE beg to call attention to our PRICE LIST OF WINES AND SPIRITS as below:—

As these are all selected and bought first hand by our London House we save any intermediate profits and are thereby enabled to supply the best qualities at Moderate Prices.

PORT.

(For Invalids and General Use.)

B VINTAGE, superior quality, Red Capsule \$14.40 \$1.30

C FINE OLD VINTAGE, superior quality, Black Seal Capsule. 15.20 1.35

D VERY FINE OLD VINTAGE, extra superior, Violet Capsule (Old Bottled) 20.40 1.70

SHERRY.

B SUPERIOR PALE DRY, dinner wine, Green Seal Capsule. \$10.80 \$0.90

C MANZANILLA, PALE NATURAL SHERRY, White Capsule 12.00 1.00

CC SUPERIOR OLD DRY, PALE NATURAL SHERRY, Red Seal Capsule 12.00 1.00

D VERY SUPERIOR OLD PALE DRY, choice old wine, White Seal Capsule. 14.40 1.20

E EXTRA SUPERIOR OLD PALE DRY, very finest quality, Black Seal Capsule (Old Bottled) 20.40 1.70

B, C, and D are excellent dinner Wines or for invalids and delicate stomachs. D and E are after-dinner Wines of a very superior vintage. All are true Xeres Wines.

CLARET.

B ST. ESTEPHE, Red Capsule \$6.95 \$0.60 0.35

C ST. JULIEN, Red Capsule 9.00 0.60 0.75 0.40

D L. ROSE, Red Capsule 12.00 1.00 1.10 0.60

E SAI TE FOY, Red Capsule 7.10 0.60 0.35

F CUSCAG, Red Capsule 9.60 1.00 0.80 0.45

G CHATEAU D'ANGLADE, Red Capsule 13.20 1.40 1.10 0.60

H CHATEAU HAUT BRION, Red Capsule 18.60 1.90 1.60 0.80

I CHATEAU D'ARNAULT, Red Capsule 21.00 2.20 1.80 0.90

J HACQ, Red Capsule 21.00 2.20 1.80 0.90

K OUR Claret, including the lowest priced, are guaranteed to be the genuine product of the vine of the grape, and are not artificially made from raisins and currents, as is generally the case with cheap Wines.

BRANDY.

A HENNESSY'S OLD PALE, Red Capsule. \$18.00 \$1.50

B SUPERIOR VERY OLD COGNAC, Red Capsule 21.00 1.75

C VERY OLD LIQUEUR COGNAC, Red Capsule 24.00 2.00

V.O. D HENNESSY'S VERY OLD LIQUEUR COGNAC, Red Capsule, 1875 Vintage, Red Capsule, 16.00 3.00

V.V.O. E FINEST VERY OLD LIQUEUR COGNAC, 1862 Vintage 48.00 4.00

All our Brandy is guaranteed to be pure Cognac, the difference in price being merely a question of age and vintage.

WHISKY.

SCOTCH—

A THORNTON'S BLEND, White Capsule \$10.80 \$0.90

B WAT & CO'S GLENMORCHY MELLOW BLEND, Blue Capsule, with Name and Trade Mark 10.80 0.90

C WATSON'S A. GLENMORCHY BLEND, Red Capsule, with Name and Trade Mark 12.00 1.00

D WATSON'S H. K. BLEND OF THE FINEST SCOTCH MALT WHISKIES, Violet Capsule. 14.40 1.20

E WATSON'S VERY OLD LIQUEUR SCOTCH WHISKY, Gold Capsule 15.00 1.25

DANIEL CRAWFORD'S FINEST VERY OLD SCOTCH WHISKY 14.40 1.20

Our lowest priced Whisky is of excellent quality and of greater age than most brands in the market. We recommend our customers not to be deterred by the low price of some of the cheap Whiskies, but to select the superior quality of our Whiskies, which are equal to any.

Abelton-Glenlivet is a very old Scotch Whisky (noisy) that could not be replaced in stock at the present time. D and E are too well known to need comment.

AMERICAN—

GENTLE BOURBON WHISKY, FINE OLD, Red Capsule, with our Name and Trade Mark. \$15.00 1.25

GIN.

A FINE OLD TOM, White Capsule \$7.20 \$0.60

B FINE UNWATERED, White Capsule 7.20 0.60

RUM.

FINEST OLD JAMAICA, Violet Capsule \$15.00 \$1.25

GOOD LEWARD ISLAND 6.00 0.50

GOOD LEWARD ISLAND \$2.50 per Gal.

LIQUEURS.

BENEDICTINE, BLACKBERRY BRANDY, CURACAO, MARAICHINO, CHARTREUSE, HERRING'S CHERRY, CARMEL DE CACAO, CORDON.

DR. SINGET'S ANGIOTONIA BITTERS.

AERATED WATERS.

A. S. WATSON & CO., LTD. THE HONGKONG DISPENSARY. Hongkong, 15th August, 1897.

DEATH.
On the 7th instant, at Fern Cottage, Orchard Road, Singapore, CHARLES PAUL DERRICK, aged 35 years.

The Hongkong Telegraph

HONGKONG, WEDNESDAY, SEPTEMBER 15, 1897.

REUTER'S MESSAGES.

THE NORTH-WEST FRONTIER.

LONDON, September 15th.

The Afghids, in great force, are attacking the posts on the Samana range and have captured Fort Saragat, massacring, it is believed, the garrison of 21 men.

Generals Elies and Blood's columns advanced into the Mohmand country on the 15th instant.

THE "TIMES" ON THE SILVER RESERVE SCHEME.

The Times in its money article absolutely condemns the silver reserve scheme and the Banking circles follow suit.

THE "TIMES" ON JAPAN.

The Times in an article commending Japanese finance, concludes by saying that Japan should find no difficulty in placing five per cent. loans on the European market.

STRIKES IN THE UNITED STATES.

A Sheriff's posse at Nazareth, Pennsylvania, fired into a body of miners who were on strike, for hounding the Sheriff. Twenty-one of the miners were killed and forty-one wounded, most of whom were Hungarians. General indignation is expressed.

THE TYPHOON.

The Observatory officials report to-day as follows:—

On the 14th at 9 p.m.: North cone hoisted. The typhoon, moving apparently towards W.N.W., appears to have entered the China Sea to the North of Bolinea. Northerly to Easterly gale expected in Hongkong. On the 15th at 11.15 a.m.: The centre of the typhoon seems to be situated to the W.N.W. of Bolinea, apparently now moving slowly Westward. It is, however, uncertain whether this direction will be maintained. The barometer has fallen on the whole in the neighbourhood of Hongkong; and the Gulf of Tongking, risen a little in the Formosa Channel. FORECAST:—Strong N. and N.E. winds and threatening weather. N. and N.E. gales in the N part of the China Sea.

The Black Cone pointing upwards indicates that the centre of the typhoon is within 30 miles and to the north of the colony.

As soon as the cone went up on the Victor Emmanuel this morning there was the usual speedy exodus of junk, sampans and cargo boats from their accustomed moorings off the Praya Central, West and East, most of them making for shelter places down about Causeway Bay. One private whaleboat has already been hoisted on the davits on Praya East and the harbour in this locality presents a very deserted appearance. The sky has been overcast all day and in the forenoon a stiff nor' wester blew at intervals. At 9 a.m. Gap Rock reported a fresh North-easter and Cape D'Aguilar reported light to fresh South-westerly winds.

The manager of the Messageries Maritimes courteously informs us that the date of the Saghalla's departure for Europe has been postponed from noon to-day till noon to-morrow owing to the threatening appearance of the weather.

LOCAL AND GENERAL.

MOUNT AUSTIN Hotel closes at noon to-morrow.

A MEETING of the Sanitary Board will be held to-morrow at 4.15 p.m.

MAJOR and Mrs. Pemberton left Singapore, homeward bound, by the Sakhala on the 7th inst.

THE British steamer Wilhelm arrived at Singapore on the 7th instant from Macassar with the Dutch barque Nachtgal in tow.

THE four men, charged as vagrants, who were found sleeping off at Hungnam, were brought up on remand to-day and sentenced to 14 days' hard labour each.

IN the Singapore Free Press of the 7th instant the following, under a "fall head," appears:—

"A bird wire to Singapore yesterday notified the advance of the rupee to 1s. 4s. 3/4. Long looked for, come at last."

COMMANDER DORMER, of H.M.S. Fly, had the misfortune to lose his gold watch when he was at Bangkok the other day, and we now learn from the Singapore Free Press that Inspector Prasan recovered the watch and has had three natives before the magistrate charged with the theft of Captain Dormer's timepiece.

ON the 23rd ultimo the Paris Figaro, otherwise the Parisien, in a leading article supposed to have been inspired by M. Hanotaux, French Minister for Foreign Affairs, advises the formation of a Franco-German combination against Great Britain. The article goes on to say that a duel is inevitable between Germany and Great Britain to prevent the formation of new combinations between Australia and South Africa.

AT the Magistrate's to-day a prisoner, No. 164, in Victoria Goal, was charged with aiding a prisoner confined in the Goal in attempting to escape. Warden Sousa said at 7.30 this morning he called the time-expired prisoners to the office in order to discharge them. One of them was No. 176 and gave defendant's name and was wearing his coat. He knew at the time that the prisoner was not the right man. He would have been discharged on the 22nd instant, which was the expiration of his sentence. The defendant said that they accidentally changed their clothes at Warden Bala, in charge of the short-sentence prisoners, said the men had their bath on Saturday and they could not have changed their clothes accidentally. Defendant was sentenced to six months' hard labour.

MISSERS Lane and Crawford's shipment of 20 carcasses of Australian mutton per Guthrie was all sold yesterday to the Hongkong Hotel, the C.P.R. Co. and private buyers. Those who have tried the meat speak of it in high terms both as to taste and quality. The price reached 18 cents per lb., owing to the low rate of exchange, but the buyers seemed to be well satisfied. We hope to see Messrs Lane, Crawford & Co. make this yet a very important trade, and their enterprise should be duly appreciated.

PROFESSOR Bosakowski, who is on a tour round the world with his wife and family, has, as will be seen by an advertisement in this issue of the Telegraph, made arrangements to give a couple of entertainments in the Theatre Royal, the first taking place on Saturday next. He comes with credentials setting forth that he has performed many wonderful tricks before the Tsar, the Emperor of Austria and the Mikado, and has given successful shows in Japan and Shanghai on his way hither from Siberia. One of the features of his entertainment is the sudden disappearance from the stage of a horse and another is a representation of the professor's unpleasant experiences when attacked by a runaway Siberian prisoner, one Evan Popoff with.

ACTING Sergeant MacCauley performed a very plucky action on Sunday night in rescuing from drowning two women and a boy who attempted suicide a little after 9 o'clock by jumping off the Praya wall near the Canton Wharf. The officer heard a noise at the place and saw one woman in the water. He plunged in after her and then the other two bobbed up. MacCauley got hold of them all and a boy jumped off a launch near by with a life buoy. The officer got one of the women and the boy into safety but his assistant had a great struggle with the other woman who made desperate efforts to drown herself and nearly drowned her rescuer. The constable succoured him and the three would-be suicides were got ashore and taken to the Government Civil Hospital. They pleaded poverty as their reason for the rash act. The boy came in so pluckily to the constable's aid swallowed so much of the foul water that he was sick for a long time after. At the Magistrate's to-day, the trio were remanded for a week to enable enquiries to be made about them.

THE result of the meeting of the Engineers' Committee this afternoon, says the Straits Times of 6th inst., and of some informal negotiations preceding it, is that the strike is at an end. The Straits Steamship Company have agreed to pay the enhanced rates to all their engineers and to re-engage them on the same terms as now by the Association—the chief and second engineers of the steamer Malacca whom they had announced they would not take back. The Chinese owners practically gave way on Saturday, but their formal concession of the points raised follows that of the Straits Steamship Company, with whom they have been more or less associated in this abortive struggle. The Engineers' Association on their part have agreed to send back to their own country the men who have been brought from Calcutta. The strike commenced on the 1st of September, and has thus lasted less than a week.

THE following extracts of meteorological observations made at the Hongkong Observatory during August are taken from the Acting Director's report as published in the Gazette on 11th September:—The mean barometric pressure was 29.77; mean temperature 8.9 and the mean wind velocity 9 miles per hour, these three means being almost identical with those of the year. The rainfall, however, was considerably above the average, being 25.55 inches, an excess of 11.66 inches over the ten-yearly mean. Naturally the sunshine and humidity have been thereby reduced, the former being 16.5 hours less and the latter 2 per cent. higher than the respective means of ten years. The highest temperature recorded was on the 22nd, when the thermometer read 82.2, and the lowest was on the 15th when it fell to 73.1. The greatest rainfall was recorded on the 2nd when 5.015 inches fell, but the 1st and 15th show heavy falls of 4.42 inches and 4.43 inches respectively. Rain fell on 21 days during the month and on six of these an intense shower was recorded. The 27th stands first in the matter of sunshine, 11.6 hours being recorded on that day.

A FEW weeks ago we (Singapore Free Press of 7th Sept.) had occasion to mention the fact that a recruiter on his way here from China by the On Sang was thrown overboard by a number of the coolies who were passengers on board. Four men were committed to the Asis, and the case stands on the present calendar. Yesterday (6th) on arrival about noon the Kait Sang had to report a precisely similar case. Thirteen Chinese coolies are in the hands of the police, and will be charged with attempting to murder their recruit by throwing him overboard and causing him to drown, while the steamer was on her way down from Hongkong. The deceased, it appears, had recruited two batches of 18 coolies at Hongkong, the accused being part of them, for Singapore, and it is alleged that on the third night after leaving Hongkong they seized him and after gagging him threw him overboard, the theory being that having got rid of him they would also rid themselves of their engendered recruit, and he was of opinion that the whole affair arose through the boy's intolerable insolence. These gentlemen had been living at the hotel with not a word against them and they had to put up with this kind of treatment. It was the case that water was thrown at the boy, and in consequence of that the whole trouble arose. There was a limit to human forbearance and he was surprised, not so much that the water was thrown, as that they did not subject the defendant to a severe treatment instead. He often had occasion to tell House and hotel boys in European employ that, so long as they did their duty civilly and properly they would always have the support of the court if they were assaulted. There was nothing he objected to so much as assaults by Europeans on Chinese boys. If the boys expected support they should do their duty properly; if they were insolent in their demeanour and aggravating they could not expect the support of the bench. In this case, although an assault had been committed, he was of opinion that it was not for him to make any punishment and the charge of assault was dismissed. As to the counter-charge of insolence and abusive language, as he had not collected punishment in the one case, he would not in the other.

Addressing the Spaniards, his Worship said that he was very sorry that they had been so grossly and insolently used and he would say nothing during their stay here and he was not surprised at what they had done. The conduct of the boy had been most aggravating and if they had committed themselves to reporting to the manager he would have had much pleasure in punishing him. His Worship asked the Hotel Steward to report to the directors the opinion he had formed as to the boy's conduct.

THE OUTWARD MAIL.
A Supplementary Mail for Europe, &c. by the Messageries Maritimes liner Saghalla will be closed to-morrow, the 16th instant, at 11 a.m. Registration closes at 10 a.m.

CAPTAIN KANT, who commanded the British cruiser Calliope at Samoa in 1892, and made an ever-memorable escape from that port in a terrific hurricane that drove several American and German warships on to the reefs, where their bones may now be found, has been obliged through ill health to give up his appointment at the Admiralty as director of Naval Ordnance.

DINNER TO A CHINESE AMBASSADOR.

His Excellency Sir Chang Yia Hsua, K.C.M.G., the special Ambassador at the Diamond Jubilee celebration in London, in June last, was entertained at dinner last evening by the leading Chinese merchants at the Ting Wa Club. Mr. Ho A sei presided and among those present were H.E.'s secretary, Chan Oling, Hon. Dr. Ho Kai, Messrs. Li Sing, Liao Yr Shan, Kau Kim Hing, Li Hong Mi, and other prominent Chinese residents. The dinner was 3 la Chinois and was served up in the most elaborate fashion. The samshu and mandarin wine were displaced by good Scotch whisky and soda (a step in the direction of the awakening of China). A theatrical performance gave the guests much pleasure after the more serious part of the proceedings was over and a very happy gathering dispersed shortly after 11 p.m. His Excellency left for Canton this morning by the steamer Hsianan.

AN INSOLENT HOTEL BOY.

A good deal of time was occupied at the Magistrate's to-day with a case in which a boy of the Hongkong Hotel, charged with assault. A cross summons was taken out against the boy for using insulting language and behaving in an insolent manner.

Mr. J. Remedios acted as interpreter. Mr. Holmes appeared for the boy and Mr. K. W. Mounsey for the Spaniards.

The boy's evidence was first heard. He said he was attending the defendant at dinner and when he happened to drop a piece of ice in one of the defendant's glass it splashed him. The defendant then assaulted him, striking him on the face and body causing him considerable pain. One of them afterwards threw a glass of water in his face. He denied being insolent.

The cross case was then heard. The ex-manager of the Hotel (Mr. Goodchild) deposed to the complaint having made a complaint to him of the boy's conduct and subsequently heard through the complainant, that the directors were of opinion that the case should be taken to the Police Court.

Mr. Wright, steward of the hotel, gave defendant a "fair" character and denied that he had heard any complaint as to this boy.

Mr. Goodchild said he had no complaints against this boy before. When complaints were made the boys offending were at once discharged. One plaintiff said they had approached the manager and complained many times.

Mr. Goodchild to Mr. Mounsey—Complaints had been made to him from time to time of the boys. He had never heard of the directors before telling people they had nothing to do with these things and that they would have to be fought out in court. To Mr. Bench—The Chinese were very much against the Portuguese of Macao and whenever they saw dark-skinned people they did not like to walk on them. He had told them that the police and civil to all visitors and he had told the No. 1 and No. 2 boys to see that the dark-skinned people were properly treated.

One of the Spaniards stated that when at dinner with some friends, his countryman asked for some ice. The boy, who was very insolent, brought it and threw it into the glass splashing his face and coat. His friend was annoyed but took no notice of this. When asked for the child the boy brought it and bowed it heavily on the table and made use of a foul expression. Then his friend threw the water in his face. Nothing was said to the boy at all.

Mr. Mounsey for his clients, admitted the throwing of the water. It was a well-known fact that the boys at the Hotel were insolent and that complaints had been made to the manager, and the directors took the extraordinary step of informing visitors that if they complained of the conduct of the boy they would have to fight out their quarrels in court. One would think the directors would do their best to secure

NOT AND A

CALENDAR

Meteorological means based on ten years' observations to 1893.

Barometer	29.518
Thermometer	80.1
Humidity	77
Rainfall	8.58

TO-DAY.

Barometer	On date at 10 a.m.	On date at 4 p.m.
Thermometer	76.36	80.7
Humidity	76	80
Rainfall	6.61	64

TO-MORROW.

Wednesday, 15th September, 1897.
(Summer Day)

Chinese—19th of 8th moon of 33rd year of Kwong-shi.
Jewish—18th Elul, 5657.
Mohammedan—17th Rabi' II, 1318.
Sun—Rises 5.45. Sets 6.15.
High water—Morning 6.15. Afternoon 11.15.
Low water—Morning 1.15. Afternoon 6.15.

ANNIVERSARIES.
1841—The British bark *Kita* wrecked in Fomosa Channel.
1849—Sir T. B. Russell died.
1873—Tonkin ports opened to foreign trade.
1880—Serious disturbance at the French Cathedral, Canton; several rioters shot.
1887—The Chinese transport *Wai-lee* lost on Pescadore with 370 lives.
1894—Playboy captured by the Japanese.

TO-MORROW.

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ANNIVERSARIES.
1701—James II of England died.
1831—New Convention between Germany and China ratified at Peking.
1884—Public meeting at Shanghai re Franco-Chinese difficulty.
1896—Commodore Hobbins hoisted his pennant on H.M.S. *Victor Emanuel*.

SHIPPING AND MAIL NEWS.

MAILS DUE.

Australian (*Yamashiro Maru*) 17th inst.
Indian (*Ararat*) 17th inst.
English (*Mirador*) 18th inst.
American (*Panama*) 23rd inst.
Australian (*Changsha*) 23rd inst.
German (*Prinzess*) 24th inst.
French (*Colombes*) 25th inst.
English (*Cochin*) 1st prox.
English (*Thames*) 1st prox.
Canadian (*Empress of China*) 6th prox.
German (*Sachsen*) 21st prox.

The N. P. S. S. Co's steamer *Tacoma* arrived at Tacoma from Yokohama on the 13th inst.

The Canadian Pacific Railway Co's steamer *Empress of China* left Vancouver for Yokohama on the afternoon of the 13th inst.

The China Navigation Co's steamer *Changsha* from Australian ports, left Port Darwin on the 14th inst., and may be expected here on or about the 23rd inst.

The China Mutual Steam Navigation Co's steamer *Onyia* from Swatow and Liverpool left Singapore for this port this morning, and may be expected here on or about the 21st inst.

The China Mutual Steam Navigation Co's steamer *Flynn* from Swatow, Glasgow and Liverpool, passed the Canal to-day, and may be considered due at Singapore on or about the 4th prox.

The P. M. S. S. Co's steamer *Pan* with mail, etc., from San Francisco, left for Hongkong, and will for this port via Manila, San Kobi, Nagasaki and Shanghai, this morning.

SHIPPING RETURNS.

From 8 p.m. yesterday to 5 p.m. to-day.

Ship	From	Arrival
<i>Kwang-shi</i>	Shanghai	14th
<i>Yamashiro</i>	Shanghai	14th
<i>Ararat</i>	Shanghai	14th
<i>Mirador</i>	Shanghai	14th
<i>Panama</i>	Shanghai	14th
<i>Changsha</i>	Shanghai	14th
<i>Onyia</i>	Shanghai	14th
<i>Flynn</i>	Shanghai	14th
<i>Pan</i>	Shanghai	14th

Aggregating, 15,440 tons register.

HONGKONG AND WHARF DOCK RETURNS.

City of Rio

Ship	From	Arrival
<i>Panama</i>	Shanghai	14th
<i>Changsha</i>	Shanghai	14th
<i>Onyia</i>	Shanghai	14th
<i>Flynn</i>	Shanghai	14th
<i>Pan</i>	Shanghai	14th

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City of Rio

Ship	From	Arrival
<i>Panama</i>	Shanghai	14th
<i>Changsha</i>	Shanghai	14th
<i>Onyia</i>	Shanghai	14th
<i>Flynn</i>	Shanghai	14th
<i>Pan</i>	Shanghai	14th

Aggregating, 15,440 tons register.

LEGAL INTELLIGENCE.

SUPREME COURT.

IN APPELLATE JURISDICTION.

(Before their Lordships Sir J. W. Carrington, Kt. C.M.G., Chief Justice, and Mr. A. G. Wills, Puisne Judge.)

September 15th.

APPLICATION FOR LEAVE TO APPEAL TO THE PRIVY COUNCIL.

THE BANK OF CHINA AND THE STRAITS LIMITED, v. CHONG YAU TO, CHONG YAU KUNG AND KAM HUI.

Mr. K. Robinson (instructed by Mr. H. L. Denny) appeared on behalf of Chong Yau To, and the other defendants in this matter. He moved for leave to appeal on the decision of the Full Court on 7th September this year dismissing the appeal of the defendants from the decision of the Chief Justice, delivered on 21st December, 1896. He now moved on behalf of the defendants for leave to appeal from the decision of the Chief Justice, delivered on 21st December, 1896, to the Council from this Court.

The Chief Justice asked Mr. Robinson if he had seen the case *Low Lok v. Ryrie*, 1895, 1896, 1897, in that case Mr. Francis, on behalf of the defendant, moved for leave to appeal to the Council, and the following was the order of the Council: "The Council is of opinion that the practice should be by petition *ex parte*. The Chief Justice said that notice should be given to the other side in future." Both his learned friend and himself thought that it should be *ex parte* as laid down in the rule of the Court.

Mr. Robinson asked Mr. Francis to refer to the case *Bank of China v. Hall* which was since 1895. Mr. Francis was in the case and it would be best for him to say what course was taken.

Mr. Francis—To the best of my recollection it was made *ex parte*.

The Chief Justice—I quite agree with you that it should be made *ex parte*, but there is this rule of the Court. Do you think that it was not followed?

Mr. Francis—I can't say for certain, but to the best of my recollection it was not followed. The Chief Justice said that an application for that Court might and should be made *ex parte* and therefore he gave Mr. Robinson leave to appeal subject to compliance with the instructions of 21st December, 1896.

Mr. Robinson asked what the amount the Court would fix for the guarantee of costs.

His Lordship—All other questions will be decided in chambers.

IN SUMMARY JURISDICTION.

(Before His Lordship Mr. A. G. Wills, Puisne Judge.)

September 15th.

STOUTERBY AND HAGEN v. HIM HUI LOONG.

His Lordship the Puisne Judge today delivered judgment in the above suit in which plaintiffs sought to recover \$1000 damages for failure to take delivery of matches ordered by the defendant.

Mr. J. J. Francis, Q.C. (instructed by Mr. Rowley), appeared for the plaintiff, and Mr. M. W. Slade (instructed by Mr. Looker) for the defendant.

His Lordship said—This suit was brought in the Original Jurisdiction to recover \$1,391.31 on a specially endorsed writ, being, according to the writ, "the balance of the price of goods bargained and sold by the plaintiff to the defendant on March 13th and 17th, 1896, of which the defendant agreed to take delivery within two months after the arrival of such parcel in Hongkong, paying cash on delivery." The said goods arrived in Hongkong on or before Sept. 20th, 1896, and the defendant was duly notified of such arrival, but the defendant, having failed to take delivery within the contract time, plaintiffs sold the said goods after notifying the defendant of their intention to do so." Then follow particulars of the claim. The suit was then transferred, on the plaintiff's reducing their claim to \$1000, to the Summary Jurisdiction of his Court. Fortunately in this case, the facts as stated by the plaintiff for the plaintiff are admitted or not disputed by the defendant. The facts are as follows, and as there are two transactions in dispute in this case, it will be well to take them separately.—About March 7th, 1896, the plaintiff got an order for 400 cases of coloured matches through a broker from the defendant. The plaintiff then, by their salesman, filled up two documents (exhibits 1) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant. The plaintiff then, by their salesman, filled up two documents (exhibits 2) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant. The plaintiff then, by their salesman, filled up two documents (exhibits 3) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 4) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 5) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 6) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 7) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 8) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 9) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 10) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 11) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

man, filled in two documents as before (Exhibit 2). The indent number (865) was the same, and, though the dates vary, no objection was raised to this at the trial. The first stated that the defendant had ordered the plaintiff certain goods as specified therein to arrive at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 3) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 4) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 5) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 6) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 7) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 8) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 9) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 10) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 11) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 12) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 13) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 14) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 15) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 16) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 17) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 18) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 19) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 20) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 21) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 22) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 23) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 24) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 25) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

The plaintiff then, by their salesman, filled up two documents (exhibits 26) in practically identical terms. They both had the same indent number and date. The first document was a contract by which the defendant agreed to take delivery of the goods at certain dates, and the second stated that the same goods had been ordered by the plaintiff for the defendant to arrive at the same dates. The first was chopped by the defendant and kept by the plaintiff, and the second was kept by the plaintiff and sent to the defendant.

THE PROMISSORY NOTE CASE.

Cheng Yu Ting, money-lender, sought to recover \$2,300 on three promissory notes signed by Ma Pak To second defendant and guaranteed by Chan Yau first defendant.

Mr. J. J. Francis appeared for the plaintiff, Mr. J. J. Francis Q.C. (instructed by Mr. H. L. Denny) for the first and Mr. C. D. Wilkinson for the second defendant.

Plaintiff's son gave evidence and said he went to the first defendant for interest and was told by him that he would send the second defendant to settle it.

The case of the plaintiff was completed. Mr. Francis said that the case for the defence amounted to an absolute denial of the making or giving of the so-called promissory notes sued on, and that the defence was based on the fact that the notes were forged and that the defendants were never indebted to the plaintiff in such an amount. It was unfortunate that they had transactions with the plaintiff. Ma Pak To borrowed from him once \$600 and another time \$500. In September, 1895, \$600 was actually borrowed, as stated by the plaintiff, with interest at 2 per cent. The first defendant guaranteed it and the full amount was paid on the 8th month last year. The second \$500 was borrowed on 2nd July, 1896, and that sum had also been repaid. The defendant's note had been in their possession for this reason: Ma Pak To had been able to pay for himself the whole sum of \$600. On the second note he had not the money and had to borrow \$700 from the first defendant. The sum of \$30, as stated by the plaintiff, was borrowed by Ma Pak To from him, which was repaid. Besides these three transactions, which had all been settled, there were no other dealings between the two parties. The first defendant was a Chinese and the second a Chinese. The documents were not signed by him and he had never owed plaintiff any money.

The second defendant denied owing plaintiff any money. The promissory notes were not signed by him and all his loans had been repaid.

Mr. Francis, in addressing the Court, said that the plaintiff's case was what was contained in the books, which could not be denied. The notes were signed by the first defendant, and the second defendant was a Chinese and the first defendant was a Chinese. The documents were not signed by him and he had never owed plaintiff any money.

The second defendant denied owing plaintiff any money. The promissory notes were not signed by him and all his loans had been repaid.

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